

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.B.C. Corporation		04/24/2009	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	210 East Capitol Street		
Internal Address:	4th Floor, Regions Plaza		
City:	Jackson		
State/Country:	MISSISSIPPI		
Postal Code:	39201		
Entity Type:	Alabama banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2506147		
Registration Number:	1634930		
Registration Number:	3132727	GIVE IT A SWIRL	
Serial Number:	77401366	INDULGENCE WITH A TWIST	
Registration Number:	2843705	PENNY WAFER	
Registration Number:	1876783	PETER DE BEUKELAER PDB	
Registration Number:	1710279	PIROU DELICE	
Registration Number:	1296629	PIROULINE	
Registration Number:	2629045	PIROULINE CHOCOLATIER	
Registration Number:	1297882	PIROULUXE	
Registration Number:	1826509	THE PERFECT PARTNER	
Registration Number:	2843704	TWEELING	
CORRESPONDENCE DATA			

900132681

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REEL: 003977 FRAME: 0268

CH \$315.00 2506147

Fax Number: (901)680-7201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (901) 680-7271
Email: trademark.docket@butlersnow.com
Correspondent Name: James D. Montgomery
Address Line 1: P.O. Box 171443
Address Line 4: Memphis, TENNESSEE 38187

ATTORNEY DOCKET NUMBER:	022460.57236
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NAME OF SUBMITTER:	James D. Montgomery
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Signature:	/James D. Montgomery/
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Date:	04/27/2009
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Total Attachments: 29

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of April 24, 2009, by and between **D.B.C. CORPORATION**, a Mississippi corporation (the "Grantor") and **REGIONS BANK**, an Alabama banking corporation, (the "Lender").

WITNESSETH:

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement, dated as of the date hereof, as from time to time amended, modified, supplemented or restated (the "Loan Agreement"), whereby Lender agreed to make a term loan to Grantor in the amount of Four Million Three Hundred Twenty Thousand and no/100 Dollars (\$4,320,000.00) pursuant to the terms thereof;

WHEREAS, in order to comply with the terms of the Loan Agreement, Grantor is willing to enter into this Security Agreement with the Lender as collateral security for the payment and performance of its obligations under the Loan Agreement.

NOW, THEREFORE, in order to induce Lender to make loans under the Loan Agreement, and in further consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Certain Definitions; Rules of Construction.** All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Agreement. The term "State," as used herein, means the State of Mississippi. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Qualifying Control Agreement" shall mean a control agreement in form and substance satisfactory to the Lender. "Applicable Law(s)" shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant or Loan Documents in question, including, but not limited to, all applicable common law and equitable principles; all provisions of all applicable state and federal constitutions, statutes, rules, regulations and orders of governmental bodies; and orders, judgments and decrees of all courts and arbitrators.

2. **Grant of Security Interest.** Grantor hereby grants as collateral security for the payment, performance and satisfaction of all of the obligations under the Loan Agreement, whether for principal, interest, premiums, fees, loan charges, expenses or otherwise and the prompt payment and performance when due of its obligations and liabilities hereunder (collectively, the "Secured Obligations"), to the Lender a continuing security interest in and to, and collaterally assigns to the Lender, the following property of Grantor or in which Grantor has or may have or acquire an interest, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, including the following:

- (a) All Accounts;
- (b) All Inventory (including rights to returned or repossessed Inventory and rights of stoppage in transit);
- (c) All Equipment and Fixtures;

(d) All General Intangibles (including Payment Intangibles, copyrights, inventions (whether patentable or not), software, works of authorship, trademarks, tradenames, and service mark rights (whether registered or not), and the entire goodwill of the business connected with the use of and symbolized by such trademarks, tradenames, and servicemarks, together with all applications to register and registrations of the foregoing, including, without limitation, those certain registrations as of the date hereof and set forth on Exhibit A attached hereto);

(e) All Deposit Accounts;

(f) All Chattel Paper, including tangible chattel paper, electronic chattel paper, or any hybrid thereof;

(g) All Investment Property, all other Securities, Security Entitlements, Securities and Accounts (collectively referred to hereinafter as "Investment Property");

(h) All Instruments;

(i) All Documents;

(j) All Supporting Obligations;

(k) All Letter-of-Credit Rights;

(l) All Software;

(m) All Commercial Tort Claims;

(n) All other Goods and books and records relating to any of the foregoing (including customer data, credit files, ledgers, computer programs, printouts, and other computer materials and records (and all media on which such data, files, programs, materials and records are or may be stored)); and

(o) All Proceeds, products and replacements of, Accessions to, and substitutions for, any of the foregoing, including without limitation proceeds of insurance policies insuring any of the foregoing.

All of the Property and interests in Property described in subsections (a) through (o) are herein collectively referred to as the "Collateral."

3. **Perfection.** At the time of execution of this Security Agreement, Grantor shall have:

(a) received proper financing statements in form, number and substance suitable for filing, sufficient under Applicable Law, and satisfactory to the Lender in order that upon the filing of the same the Lender shall have a duly perfected security interest in all Collateral in which a security interest can be perfected by the filing of financing statements;

(b) to the extent expressly required by the terms hereof or of the Loan Agreement, furnished the Lender with properly executed Qualifying Control Agreements, registrars' certificates, issuer acknowledgments of the Lender's interest in Letter-of-Credit Rights, and evidence of the electronic identification of the Lender's interest in Electronic

Chattel Paper and of the placement of a restrictive legend on Tangible Chattel Paper, as appropriate, with respect to Collateral in which either (i) a security interest can be perfected only by control or such electronic identification or restrictive legending, or (ii) a security interest perfected by control or accompanied by such electronic identification or restrictive legending shall have priority as against a security interest perfected by Persons not having control or not accompanied by such electronic identification or restrictive legending, in each case in form and substance acceptable to the Lender and sufficient under Applicable Law so that the Lender shall have a security interest in all such Collateral perfected by control; and

(c) to the extent expressly required by the terms hereof or of the Loan Agreement, delivered to the Lender possession of all Collateral with respect to which either a security interest can be perfected only by possession or a security interest perfected by possession shall have priority as against Persons not having possession, and including in the case of Instruments, Documents, and Investment Property in the form of Certificated Securities, duly executed endorsements or stock powers in blank, as the case may be, affixed thereto in form and substance acceptable to the Lender and sufficient under Applicable Law so that the Lender shall have a security interest in all such Collateral perfected by possession;

subject in each case only to the Permitted Encumbrances as defined in the Loan Agreement (the "Permitted Liens"). All financing statements (including all amendments thereto and continuations thereof), control agreements, certificates, acknowledgments, and other documents, electronic identification, restrictive legends, and instruments furnished in connection with the creation, enforcement, protection, perfection or priority of the Lender's security interest in Collateral, including such items as are described above in this Section 3 are sometimes referred to herein as "Perfection Documents." The delivery of possession of items of or evidencing Collateral, causing other Persons to execute and deliver Perfection Documents as appropriate, the filing or recordation of Perfection Documents, and the taking of such other actions as may be necessary or advisable in the determination of the Lender to create, enforce, protect, perfect, or establish or maintain the priority of, the security interest of the Lender in the Collateral is sometimes referred to herein as "Perfection Action."

4. Maintenance of Security Interest; Further Assurances.

(a) Grantor will from time to time at its own expense, deliver specific assignments of Collateral or such other Perfection Documents, and take such other or additional Perfection Action, as may be required by the terms of the Loan Documents or as the Lender may reasonably request in connection with the administration or enforcement of this Security Agreement or related to the Collateral or any part thereof in order to carry out the terms of this Security Agreement, to perfect, protect, maintain the priority of or enforce the Lender's security interest in the Collateral, subject only to Permitted Liens, or otherwise to better assure and confirm unto the Lender its rights, powers and remedies hereunder. Without limiting the foregoing, Grantor hereby irrevocably authorizes the Lender to file (with, or to the extent permitted by Applicable Law, without the signature of the Grantor appearing thereon) financing statements or other Perfection Documents (including copies thereof) showing Grantor as "debtor" and indicating the Collateral as "all assets" or "all personal property" or words of like meaning, at such time or times and in all filing offices as the Lender may from time to time determine to be necessary or advisable to perfect or protect the rights of the Lender hereunder, or otherwise to give effect to the transactions herein contemplated.

(b) Subject to the terms hereof (including those provisions requiring Grantor to take certain actions only following an Event of Default), with respect to any and all Collateral, Grantor agrees to do and cause to be done all things necessary to perfect, maintain the priority of and keep in

full force the security interest granted in favor of the Lender, including, but not limited to, the prompt payment upon demand therefor by the Lender of all fees and expenses incurred in connection with the preparation, delivery, or filing of any Perfection Document or the taking of any Perfection Action to perfect, protect or enforce a security interest in Collateral in favor of the Lender, subject only to Permitted Liens. Grantor agrees that Lender may order Lien searches from time to time against Grantor and the Collateral.

(c) Grantor agrees to maintain among its books and records appropriate notations or evidence of, and to make or cause to be made appropriate disclosure upon its financial statements of, the security interest granted hereunder to the Lender.

5. Receipt of Payment. If an Event of Default shall occur and be continuing and Grantor (or any of its affiliates, subsidiaries, stockholders, directors, officers, employees or Lenders) shall receive any proceeds of Collateral, including without limitation monies, checks, notes, drafts or any other items of payment, Grantor shall hold all such items of payment in trust for the Lender, and separate from the funds and other Property of Grantor, and no later than the first Business Day following the receipt thereof, at the election of the Lender, Grantor shall cause such Collateral to be forwarded to the Lender for its custody, possession and disposition in accordance with the terms hereof and of the other Loan Documents.

6. Preservation and Protection of Collateral.

(a) The Lender shall be under no duty or liability with respect to the collection, protection or preservation of the Collateral, or otherwise, except for the use of reasonable care in the custody and preservation thereof while in its possession. Grantor shall be responsible for the safekeeping of its Collateral, and in no event shall the Lender have any responsibility for (i) any loss or damage thereto or destruction thereof occurring or arising in any manner or fashion from any cause, (ii) any diminution in the value thereof, or (iii) any act or default of any carrier, warehouseman, bailee or forwarding agency thereof or other Person in any way dealing with or handling such Collateral.

(b) Grantor shall keep and maintain its tangible Collateral in good operating condition and repair, ordinary wear and tear excepted. Grantor shall not permit any such items to become a fixture to real Property (unless Grantor has granted the Lender a Lien on such real Property having a priority acceptable to the Lender) or accessions to other personal Property.

(c) Grantor agrees (i) to pay when due all taxes, charges and assessments against the Collateral in which it has any interest, unless being contested in good faith by appropriate proceedings diligently conducted and against which adequate reserves have been established in accordance with GAAP and evidenced to the satisfaction of the Lender in the nature of levy or foreclosure are effectively stayed, and (ii) to cause to be terminated and released all Liens on the Collateral other than Permitted Liens. Upon the failure of Grantor to so pay or contest such taxes, charges, or assessments, or cause such Liens to be terminated, the Lender at its option may pay or contest any of them or amounts relating thereto (the Lender having the sole right to determine the legality or validity and the amount necessary to discharge such taxes, charges, Liens or assessments) but shall not have any obligation to make any such payment or contest. All sums so disbursed by the Lender, including reasonable attorneys' fees, court costs, expenses and other charges related thereto, shall be payable on demand by the applicable Grantor to the Lender and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

7. **Status of Grantor and Collateral Generally.** Grantor represents and warrants to, and covenants with, the Lender, with respect to itself and the Collateral as to which it has or acquires any interest, that:

(a) It is (or as to Collateral acquired after the date hereof will be upon the acquisition of the same) and, except as permitted by the Loan Agreement and subsection (b) of this Section 7, will continue to be, the owner of the Collateral, free and clear of all Liens, other than the Liens hereunder in favor of the Lender and Permitted Liens, and that it will at its own cost and expense defend such Collateral and any products and proceeds thereof against all claims and demands of all Persons (other than holders of Permitted Liens) at any time claiming the same or any interest therein adverse to the Lender. Upon the failure of Grantor to so defend, the Lender may do so at its option but shall not have any obligation to do so. All sums so disbursed by the Lender, including reasonable attorneys' fees, court costs, expenses and other charges related thereto, shall be payable on demand by the Grantor to the Lender and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(b) It shall not (i) sell, assign, transfer, lease, license or otherwise dispose of any of, or grant any option with respect to, the Collateral, except for dispositions in the ordinary course of business or otherwise permitted under the Loan Agreement, (ii) create or suffer to exist any Lien upon or with respect to any of the Collateral except for the Liens created by this Security Agreement and Permitted Liens, (iii) grant any Control Agreement for the benefit of any Persons other than the Lender, or (iv) take any other action in connection with any of the Collateral that would materially impair the value of the interest or rights of Grantor in the Collateral taken as a whole or that would materially impair the interest or rights of the Lender.

(c) It has full power, legal right and lawful authority to enter into this Security Agreement and to perform its terms, including the grant of the security interests in the Collateral herein provided for.

(d) Except for certain contract rights not assignable by Grantor without the prior written consent of the other party, no authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required either (i) for the grant by Grantor of the Liens granted hereby or for the execution, delivery or performance of this Security Agreement by Grantor, or (ii) for the perfection of or the exercise by the Lender of its rights and remedies hereunder, except for action required by the Uniform Commercial Code to perfect the Lien conferred hereunder or to exercise its right and remedies hereunder.

(e) No effective financing statement or other Perfection Document similar in effect, nor any other Perfection Action, covering all or any part of the Collateral purported to be granted or taken by or on behalf of Grantor (or by or on behalf of any other Person and which remains effective as against all or any part of the Collateral) has been filed in any recording office, delivered to another Person for filing (whether upon the occurrence of a contingency or otherwise), or otherwise taken, as the case may be, except such as pertain to Permitted Liens and such as may have been filed for the benefit of, delivered to, or taken in favor of, the Lender in connection with the Liens conferred hereunder.

(f) Grantor shall not cause, suffer or permit any of the tangible Collateral (i) to be evidenced by any document of title or (ii) to be in the possession, custody or control of any warehouseman or other bailee unless such location and Person are set forth on Schedule 7(f) or the Lender shall have received not less than 30 days prior written notice of each such transaction, the Lender shall have received a duly executed Qualifying Control Agreement from such bailee, and the Grantor shall have caused at its expense to be prepared and executed such additional Perfection Documents and to be taken such other Perfection Action as the Lender may deem necessary or advisable to carry out the transactions contemplated by this Security Agreement.

8. **Inspection.** The Lender (by any of its officers, employees and Lenders), shall have the right upon prior notice to an executive officer of Grantor, and at any reasonable times during Grantor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts or copies from such records), and the premises upon which any of the Collateral is located, to discuss Grantor's affairs and finances with any Person (other than Persons obligated on any Accounts ("Account Debtors")) except as expressly otherwise permitted in the Loan Documents) and to verify with any Person other than (except as expressly otherwise permitted in the Loan Documents) Account Debtors the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral and, if an Event of Default has occurred and is continuing, to discuss Grantor's affairs and finances with Grantor's Account Debtors and to verify the amount, quality, value and condition of, or any other matter relating to, the Collateral with such Account Debtors. Upon or after the occurrence and during the continuation of an Event of Default, the Lender may at any time and from time to time employ and maintain on Grantor's premises a custodian selected by the Lender who shall have full authority to do all acts necessary to protect the Lender's interest. All expenses incurred by the Lender by reason of the employment of such custodian shall be paid by Grantor on demand from time to time and shall be added to the Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

9. **Specific Collateral.**

(a) **Accounts.** With respect to its Accounts whether now existing or hereafter created or acquired and wheresoever located, Grantor represents, warrants and covenants to the Lender that:

(i) Grantor shall keep accurate and complete records of its Accounts ("Account Records") and from time to time at intervals designated by the Lender. Grantor shall provide the Lender with a schedule of Accounts in form and substance acceptable to the Lender describing all Accounts created or acquired by Grantor ("Schedule of Accounts"); provided, however, that Grantor's failure to execute and deliver any such Schedule of Accounts shall not affect or limit the Lender's Lien or other rights in and to any Accounts. Following the occurrence and during the continuance of any Default or Event of Default, Grantor shall, if requested by the Lender, make available to the Lender all documents relating to the Accounts so scheduled, including without limitation repayment histories and present status reports (collectively, "Account Documents") and such other matter and information relating to the status of then existing Accounts as the Lender shall request.

(ii) All Account Records and Account Documents are and shall at all times be located only at Grantor's current chief executive office as set forth on Schedule 7(g) attached hereto.

(iii) The Accounts are genuine, are in all respects what they purport to be, are not evidenced by an instrument or document or, if evidenced by an instrument or document, are only evidenced by one original instrument or document.

(iv) The Accounts cover bona fide sales and deliveries of Inventory usually dealt in by Grantor, or the rendition by Grantor of services, to an Account Debtor in the ordinary course of business.

(v) The goods or services giving rise thereto are not, and were not at the time of the sale or performance thereof, subject to any Lien, except in favor of the Lender and Permitted Liens.

(b) **Inventory.** With respect to its Inventory whether now existing or hereafter created or acquired and wheresoever located, Grantor represents, warrants and covenants to the Lender that the Grantor shall keep accurate and complete records itemizing and describing the kind, type, location and quantity of Inventory, its cost therefor and the selling price of Inventory held for sale, and the daily withdrawals therefrom and additions thereto, and shall furnish, upon the Lender's request, at reasonable intervals designated by the Lender, a current schedule of Inventory ("Schedule of Inventory") based upon its most recent physical inventory and its daily inventory records and such other documents and reports thereof as the Lender shall reasonably request with respect to the Inventory.

(c) **Equipment.** With respect to its Equipment whether now existing or hereafter created or acquired and wheresoever located, Grantor represents, warrants and covenants to the Lender that:

(i) The Grantor, as soon as practicable following a request therefor by the Lender, shall deliver to the Lender any and all evidence of ownership of any of the Equipment with a fair market value as of the date of the request.

(ii) The Grantor shall maintain accurate, itemized records describing the kind, type, quality, quantity and value of its Equipment and shall furnish the Lender upon request with a current schedule containing the foregoing information, but, other than during the continuance of an Event of Default, not more often than once per fiscal quarter.

(d) **Chattel Paper.** With respect to its Chattel Paper whether now existing or hereafter created or acquired and wheresoever located, Grantor represents, warrants and covenants to the Lender that:

(i) Grantor shall at all times retain sole physical possession of the originals of all Chattel Paper (other than Electronic Chattel Paper); provided, however, that (x) upon the request of the Lender upon the occurrence and during the continuance of any Default or Event of Default, Grantor shall immediately deliver physical possession of such Chattel Paper to the Lender or its designee, and (y) in the event that there shall be created more than one original counterpart of any document that alone or in conjunction with any other physical or electronic document constitutes Chattel Paper, then such counterparts shall be numbered consecutively starting with "1" and Grantor shall retain the counterpart numbered "1".

(ii) Other than in the ordinary course of business and in keeping with reasonable and customary practice, Grantor shall not amend, modify, waive or terminate any provision of, or fail to exercise promptly and diligently each material right or remedy conferred under or in connection with, any Chattel Paper, in any case in such a manner as could reasonably be expected to materially adversely affect the value of affected Chattel Paper as collateral.

10. Casualty and Liability Insurance Required.

(a) Grantor will keep the Collateral continuously insured against such risks in a manner consistent with the past practice of Grantor and otherwise as may be required under the Loan Agreement, including:

(i) casualty insurance on the Inventory and the Equipment against loss or damage by theft, fire, lightning and other hazards ordinarily included under uniform broad form standard extended coverage policies, limited only as may be provided in the standard broad form of extended coverage endorsement at the time in use in the states in which the Collateral is located;

(ii) comprehensive general liability insurance against claims for bodily injury, death or property damage occurring with or about such Collateral (such coverage to include provisions waiving subrogation against the Lender), with the Lender as an additional insured thereunder, in amounts as shall be reasonably satisfactory to Lender;

(iii) liability insurance with respect to the operation of its facilities under the workers' compensation laws of the states in which such Collateral is located, in amounts as shall be reasonably satisfactory to Lender; and

(iv) business interruption insurance in amounts as shall be reasonably satisfactory to Lender.

(b) Each insurance policy obtained in satisfaction of the requirements of Section 10(a):

(i) may be provided by blanket policies now or hereafter maintained by Grantor;

(ii) shall be issued by such insurer (or insurers) as shall be financially responsible, of recognized standing and reasonably acceptable to the Lender;

(iii) shall be in such form and have such provisions (including without limitation the loss payable clause, the waiver of subrogation clause, the deductible amount, if any, and the standard mortgagee endorsement clause) as are generally considered standard provisions for the type of insurance involved and are reasonably acceptable in all respects to the Lender;

11. **Rights and Remedies Upon Event of Default.** Upon and after an Event of Default, the Lender shall have the following rights and remedies in addition to any rights and remedies set forth elsewhere in this Security Agreement or the other Loan Documents, all of which may be exercised with or, if allowed by Applicable Law, without notice to Grantor:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code or under other Applicable Law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive, to the extent permitted by Applicable Law, in addition to any other rights and remedies contained in this Security Agreement or any other Loan Document;

(b) The right to foreclose the Liens created under this Security Agreement by any available judicial procedure or without judicial process;

(c) The right to (i) enter upon the premises of Grantor through self-help and without judicial process, without first obtaining a final judgment or giving Grantor notice or opportunity for a hearing on the validity of the Lender's claim and without any obligation to pay rent to Grantor, or any other place or places where any Collateral is located and kept, and remove the Collateral therefrom to the premises of the Lender or any Lender of the Lender, for such time as the Lender may desire, in order effectively to collect or liquidate the Collateral, (ii) require Grantor or any bailee or other Lender of Grantor to assemble the Collateral and make it available to the Lender at a place to be designated by the Lender that is reasonably convenient to both parties, and (iii) notify any or all Persons party to a Qualifying Control Agreement or who otherwise have possession of or control over any Collateral of the occurrence of an Event of Default and other appropriate circumstances, and exercise control over and take possession or custody of any or all Collateral in the possession, custody or control of such other Persons;

(d) The right to (i) exercise all of Grantor's rights and remedies with respect to the collection of Accounts, Chattel Paper, Instruments, Supporting Obligations and Payment Intangibles (collectively, "Payment Collateral"), including the right to demand payment thereof and enforce payment, by legal proceedings or otherwise; (ii) settle, adjust, compromise, extend or renew all or any Payment Collateral or any legal proceedings pertaining thereto; (iii) discharge and release all or any Payment Collateral; (iv) take control, in any manner, of any item of payment or Proceeds referred to in Section 5 above; (v) prepare, file and sign Grantor's name on any proof of claim in bankruptcy, notice of Lien, assignment or satisfaction of Lien or similar document in any action or proceeding adverse to any obligor under any Payment Collateral or otherwise in connection with any Payment Collateral; (vi) endorse the name of Grantor upon any Chattel Paper, Document, Instrument, invoice, freight bill, bill of lading or similar document or agreement relating to any Collateral; (vii) use the information recorded on or contained in any data processing equipment and computer hardware and software relating to any Collateral to which Grantor has access; (viii) open Grantor's mail and collect any and all amounts due to Grantor from any Account Debtors or other obligor in respect of Payment Collateral; (ix) take over Grantor's post office boxes or make other arrangements as the Lender deems necessary to receive Grantor's mail relative to the Payment Collateral, including notifying the post office authorities to change the address for delivery of such mail to such address as the Lender may designate; (x) notify any or all Account Debtors or other obligor on any Payment Collateral that such Payment Collateral has been assigned to the Lender and that Lender has a Lien therein (provided that the Lender may at any time give such notice to an Account Debtor that is a department, agency or authority of the United States government); Grantor hereby agrees

that any such notice, in the Lender's sole discretion, may (but need not) be sent on Grantor's stationery, in which event Grantor shall co-sign such notice with the Lender; (xi) require Grantor to establish a lockbox account with the Lender, which lockbox shall be under the control of the Lender and to which payment of all Accounts shall be directed upon demand of the Lender; and (xii) do all acts and things and execute all documents necessary, in Lender's sole discretion, to collect the Payment Collateral; and

(e) The right to sell all or any Collateral in its then existing condition, or after any further manufacturing or processing thereof, at such time or times, at public or private sale or sales, with such notice as may be required by Applicable Law, in lots or in bulk, for cash or on credit, with or without representations and warranties, all as the Lender, in its sole discretion, may deem advisable. The Lender shall have the right to conduct such sales on Grantor's premises or elsewhere and shall have the right to use Grantor's premises without charge for such sales for such reasonable time or times as is necessary to conduct such sales. The Lender may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor agrees that the Lender has no obligation to preserve rights to the Collateral against prior parties or to marshal any Collateral for the benefit of any Person.

The net cash proceeds resulting from the collection, liquidation, sale, or other disposition of the Collateral shall be applied first to the expenses (including all attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in accordance with the Loan Agreement. Grantor shall be liable to the Lender and shall pay to the Lender on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral. In the event any surplus of net cash proceeds exists after satisfaction of all Secured Obligations, such surplus shall be promptly paid to the Grantor.

12. **Attorney-in-Fact.** Grantor hereby appoints the Lender as the Grantor's attorney-in-fact for the purposes of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided, that the Lender shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right and power

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (a) above;

(c) to endorse Grantor's name on any checks, notes, drafts or any other payment relating to or constituting Proceeds of the Collateral which comes into the Lender's possession or control, and deposit the same to the account of the Lender on account and for payment of the Secured Obligations;

(d) to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral; and

(e) to execute, in connection with any sale or other disposition of Collateral provided for herein, any endorsement, assignments, or other instruments of conveyance or transfer with respect thereto.

13. **Reserved.**

14. **Certain Waivers by the Grantor.** Grantor waives to the extent permitted by Applicable Law (a) any right to require Lender or any other obligee of the Secured Obligations to (x) proceed against any Person or entity, (y) proceed against or exhaust any Collateral or other collateral for the Secured Obligations, or (z) pursue any other remedy in its power; (b) any defense arising by reason of any disability or other defense of any other Person, or by reason of the cessation from any cause whatsoever of the liability of any other Person, (c) any right of subrogation, (d) any defense or claim arising by reason of any impairment of any of the Collateral, and (e) any right to enforce any remedy which Lender or any other obligee of the Secured Obligations now has or may hereafter have against any other Person and any benefit of and any right to participate in any Collateral or security whatsoever now or hereafter held by the Lender. Upon the occurrence of an Event of Default, Grantor authorizes Lender and each other obligee of the Secured Obligations without notice (except notice required by Applicable Law) or demand and without affecting its liability hereunder or under the Loan Agreement from time to time to: (i) take and hold security, other than the Collateral herein described, for the payment of such Secured Obligations or any part thereof, and exchange, enforce, waive and release the Collateral herein described or any part thereof or any such other security; and (ii) apply such Collateral or other security and direct the order or manner of sale thereof as such Lender or obligee in its discretion may determine.

The Lender may at any time deliver (without representation, recourse or warranty) the Collateral or any part thereof to Grantor and the receipt thereof by Grantor shall be a complete and full acquittance for the Collateral so delivered, and the Lender shall thereafter be discharged from any liability or responsibility therefor.

15. **Reserved.**

16. **Reserved.**

17. **Anti-Marshaling Provisions.** The right is hereby given by Grantor to the Lender to make releases (whether in whole or in part) of all or any part of the Collateral agreeable to the Lender without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Liens in the remaining Collateral conferred hereunder, nor release Grantor from personal liability for the Secured Obligations. Notwithstanding the existence of any other Lien in the Collateral held by the Lender the Lender shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in this Security Agreement. Grantor hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by Applicable Law or provided herein or in any Loan Document.

18. **Entire Agreement.** This Security Agreement, together with the Loan Agreement, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings,

inducements, commitments or conditions, express or implied, oral or written, except as contained in the Loan Documents. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Security Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in the Loan Agreement.

19. **Reserved.**

20. **Binding Agreement; Assignment.** This Security Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that Grantor shall not be permitted to assign this Security Agreement or any interest herein or, except as expressly permitted herein or in the Loan Agreement, in the Collateral or any part thereof, or otherwise, except as expressly permitted herein or in the Loan Agreement, pledge, encumber or grant any option with respect to the Collateral or any part thereof. Without limiting the generality of the foregoing sentence of this Section 20, Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Loan Agreement; and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by Applicable Law, thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise). All references herein to the Lender shall include any successor thereof or permitted assignee, and any other obligees from time to time of the Secured Obligations.

21. **Reserved.**

22. **Severability.** The provisions of this Security Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

23. **Counterparts.** This Security Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart executed by the Grantor against whom enforcement is sought.

24. **Reserved.**

25. **Reserved.**

26. **Notices.** All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing, shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, delivery charges prepaid and with acknowledged receipt of delivery, shall be deemed given on the date of acceptance or refusal of acceptance shown on such receipt, and shall be addressed to the party to receive such notice at the following applicable address:

If to the Borrower, to:

D.B.C. Corporation
Attn: Dale Currie and Peter De Beukelaer
228 Industrial Drive N
Madison, MS 39110

With a copy by ordinary first class mail to:

Forman Perry Watkins Krutz & Tardy LLP
Attn: Alan Perry and Steve Hendrix
200 South Lamar Street, Suite 100
Post Office Box 22608
Jackson, MS 39225-2608

If to the Lender, to:

Regions Bank
Attn: Kevin G. Hahn, Vice President
4th Floor, Regions Plaza
210 East Capitol Street
Jackson, MS 39201

With a copy by ordinary first class mail to:

Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Matthew H. Grenfell
17th Floor, Regions Plaza
210 East Capitol Street (39201)
Post Office Box 22567
Jackson, Mississippi 39225-2567

Any party may, by notice given as aforesaid, change its address for all subsequent notices. Each notice by or on behalf of any party herein named shall be deemed sufficient if signed by any one of such party's officers or by such party's counsel and if otherwise given or made in compliance with this Section.

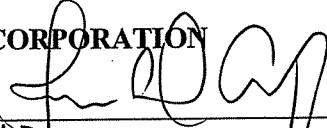
27. Governing Law; Waivers.

(a) **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSISSIPPI APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE; PROVIDED THAT WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OF SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS.**

IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the day and year first written above.

GRANTOR:

D. B. C. CORPORATION

By: 

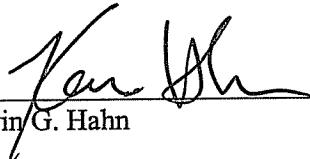
Name: A DALE CURD

Title: CEO

228 Industrial Drive N
Madison, MS 39110

LENDER:

REGIONS BANK

By: 

Kevin G. Hahn

4th Floor, Regions Plaza
210 East Capitol Street
Jackson, MS 39201

EXHIBIT A

Copyrights and Trademarks

See attached list.

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Trademark List by Client

Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
Coffee cup design	20073.2.5/1 United States of America <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	76103713 03-Aug-2000		2506147 13-Nov-2001 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 13-Nov-2011
COOKIE ROLL DESIGN	20073.2.10/1 Canada <i>Class(es):</i> 00 Nat. <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION	0858314 09-Oct-1997		508008 12-Feb-1999 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 12-Feb-2014
COOKIE ROLL DESIGN	20073.2.28/ Mexico <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	26-May-1997		552935 26-May-1997 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 26-May-2017
Copyright Creme de Piroline	20073.2.6/ United States of America <i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			VA0001364114 18-Nov-2005 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered

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Client: 20073 D.B.C. CORPORATION

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Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
copyright Pirou crepelines : Belgian chocolate	20073.2.38/ United States of America <i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			VA0000489044 24-Feb-1992 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered
copyright Pirouline	20073.2.39/ United States of America <i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			VA0001374223 13-Jun-2006 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered
DEBEUKELAER & Design	20073.2.44/ Colombia <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			229311 13-Sep-2000 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 13-Sep-2010
DEBEUKELAER & Design	20073.2.43/ Costa Rica <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			122985 30-Nov-2000 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 30-Nov-2010

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Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
DEBEUKELAER & Design	20073.2.41/ Guatemala <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			104801 15-May-2000 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 15-May-2010
DEBEUKELAER & Design	20073.2.48/ Nicaragua <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			P-227369 22-Nov-2000 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 21-Nov-2010
DEBEUKELAER & Design	20073.2.46/ Nicaragua <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			46718 28-Jan-2001 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 27-Jan-2011
DEBEUKELAER & Design	20073.2.45/ Panama <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			103484 28-Oct-1999 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 28-Oct-2009

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Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
DEBEUKELAER & Design	20073.2.50/ Venezuela <i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	884-2000 21-Jan-2000	02-Jun-2000	P227369 22-Nov-2000 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 22-Nov-2010
Design of a rolled wafer cookie	20073.2.35/ United States of America <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	74045746 04-Apr-1990		1634930 12-Feb-1991 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 12-Feb-2011
GIVE IT A SWIRL	20073.2.4/ United States of America <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	78708328 07-Sep-2005		3132727 22-Aug-2006 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 22-Aug-2016
INDULGENCE WITH A TWIST	20073.2.40/ United States of America <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	77401366 20-Feb-2008	08-Jul-2008	<i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Published

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Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PENNY WAFER	20073.2.32/ United States of America <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	76462447 23-Oct-2002		2843705 18-May-2004 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 18-May-2014
PETER DE BEUKELAER	20073.2.26/ Aruba <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	050526.17 26-May-2005		25276 25-Nov-2005 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 25-May-2015
PETER DE BEUKELAER	20073.2.7/ Barbados <i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	81/20743 21-Jun-2005		<i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Pending
PETER DE BEUKELAER	20073.2.14/ Dominican Republic <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	2005-25944 27-Apr-2005	31-May-2005	148505 15-Jul-2005 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 15-Jul-2015

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Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PETER DE BEUKELAER	20073.2.22/ El Salvador <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	63170-2005 20-Apr-2005		27-Sep-2005 KBH AMH <i>Attorney(s):</i> <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 27-Sep-2015
PETER DE BEUKELAER	20073.2.17/1 Honduras <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	8180/2005 26-Apr-2005	31-Oct-2005	100925 28-May-2007 KBH AMH <i>Attorney(s):</i> <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 28-May-2017
PETER DE BEUKELAER	20073.2.18/ Jamaica <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	46777 06-May-2005	08-Dec-2005	46777 06-May-2005 KBH <i>Attorney(s):</i> <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 06-May-2015
PETER DE BEUKELAER	20073.2.20/ Philippines <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	4-2005-003763 25-Apr-2005		4-2005-003763 08-Jun-2006 KBH AMH <i>Attorney(s):</i> <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 08-Jun-2016

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Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PETER DE BEUKELAER	20073.2.24/ Trinidad and Tobago <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	36061 27-Apr-2005	03-Aug-2005	36061 03-Nov-2005 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 26-Apr-2015
PETER DE BEUKELAER (logo)	20073.2.36/ United States of America <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	74217332 31-Oct-1991		1876783 31-Jan-1995 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 31-Jan-2015
PETER DE BEUKELAER DB and design	20073.2.29/ Mexico <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	26-May-1997		552936 26-May-1997 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 26-May-2017
PETER DE BEUKELAER PB & LOGO	20073.2.27/1 Aruba <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	050526.18 26-May-2005		25277 25-Nov-2005 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 25-May-2015

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Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PETER DE BEUKELAER PB & LOGO	20073.2.8/1 Barbados	81/20744 21-Jun-2005			Pending
	<i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	
PETER DE BEUKELAER PB & LOGO	20073.2.15/1 Dominican Republic	2005-25938 27-Apr-2005	31-May-2005	148672 15-Jul-2005	Registered 15-Jul-2015
	<i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	
PETER DE BEUKELAER PB & LOGO	20073.2.23/1 El Salvador	63171-2005 20-Apr-2005		27-Sep-2005	Registered 27-Sep-2015
	<i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	
PETER DE BEUKELAER PB & LOGO	20073.2.16/ Honduras	8179/2005 26-Apr-2005		100903 24-May-2007	Registered 24-May-2017
	<i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	

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Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PETER DE BEUKELAER PB & LOGO	20073.2.19/1 Jamaica <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	46776 06-May-2005	07-Dec-2005	06-May-2005 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 06-May-2015
PETER DE BEUKELAER PB & LOGO	20073.2.21/1 Philippines <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	4-2005-003770 25-Apr-2005		4-2005-003770 25-Jun-2006 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 25-Jun-2016
PETER DE BEUKELAER PB & LOGO	20073.2.25/1 Trinidad and Tobago <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	36062 27-Apr-2005	14-Dec-2005	36062 14-Mar-2006 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 26-Apr-2015
PETER DE BEUKELAER/PDB logo and design	20073.2.12/3 Canada <i>Class(es):</i> 00 Nat. <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION	0692786 31-Oct-1991		417833 08-Oct-1993 <i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 08-Oct-2023

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Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PIROU CREPELINES	20073.2.9/ Canada	0692787 31-Oct-1991		414586 16-Jul-1993	Abandoned 16-Jul-2008
	<i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	
PIROU DELICE	20073.2.11/2 Canada	0692788 31-Oct-1991		414587 16-Jul-1993	Abandoned 16-Jul-2008
	<i>Class(es):</i> 00 Nat. <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	
PIROU DELICE	20073.2.37/ United States of America	74227139 04-Dec-1991		1710279 25-Aug-1992	Registered 25-Aug-2012
	<i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	
PIROU LINE	20073.2.13/4 Canada	0497223 11-Jan-1983		283311 16-Sep-1983	Registered 16-Sep-2013
	<i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH AMH <i>Agent Ref:</i> <i>Client Ref:</i>	

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Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PIROULINE	20073.2.49/ Chile <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			570229 16-Jun-2000 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 16-Jun-2010
PIROULINE	20073.2.42/ Costa Rica <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			147281 14-May-2004 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 14-May-2014
PIROULINE	20073.2.30/ Mexico <i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION	26-May-1997		620941 26-May-1997 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 26-May-2017
PIROULINE	20073.2.47/ Nicaragua <i>Class(es):</i> <i>Agent Name:</i> Baker & McKenzie - Japan <i>Owner:</i> D.B.C. CORPORATION			46719 28-Jan-2001 <i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	Registered 27-Jan-2011

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Client: 20073 D.B.C. CORPORATION

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
PIROULINE	20073.2.2/ United States of America	73340150 04-Dec-1981		1296629 18-Sep-1984	Registered 18-Sep-2014
	<i>Class(es):</i> 30 Int.			<i>Attorney(s):</i> KBH AMH	
	<i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Agent Ref:</i> <i>Client Ref:</i>	
PIROULINE CHOCOLATIER	20073.2.1/ United States of America	76103712 03-Aug-2000		2629045 01-Oct-2002	Abandoned 01-Oct-2012
	<i>Class(es):</i> 30 Int.			<i>Attorney(s):</i> KBH AMH	
	<i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Agent Ref:</i> <i>Client Ref:</i>	
PIROULUXE	20073.2.33/ United States of America	73340154 04-Dec-1981		1297882 25-Sep-1984	Registered 25-Sep-2014
	<i>Class(es):</i> 30 Int.			<i>Attorney(s):</i> KBH	
	<i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Agent Ref:</i> <i>Client Ref:</i>	
Swirl design	20073.2.3/ United States of America	74045746 04-Apr-1990		1634930 12-Feb-1991	Registered 12-Feb-2001
	<i>Class(es):</i> 30 Int.			<i>Attorney(s):</i> KBH AMH	
	<i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Agent Ref:</i> <i>Client Ref:</i>	

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Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
THE PERFECT PARTNER	20073.2.34/ United States of America	74305499 19-Aug-1992		1826509 15-Mar-1994	Registered 15-Mar-2014
	<i>Class(es):</i> <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	

TWEELING	20073.2.31/ United States of America	76462446 23-Oct-2002		2843704 18-May-2004	Registered 18-May-2014
	<i>Class(es):</i> 30 Int. <i>Agent Name:</i> <i>Owner:</i> D.B.C. CORPORATION			<i>Attorney(s):</i> KBH <i>Agent Ref:</i> <i>Client Ref:</i>	

SCHEDULE 7(f)

Grantor Information

(i) Legal Name of Grantor:

D. B. C. Corporation

(ii) Jurisdiction of Incorporation:

Mississippi

(iii) Address of Chief Executive Office:

228 Industrial Drive N
Madison, MS 39110

(iv) & (v) Collateral Locations/Record Owner Addresses (if any)

PLACES OF BUSINESS AND COLLATERAL LOCATIONS (And Names of Record Owner of Such Locations)	
LOCATION	RECORD OWNER